certain qualifications where such regulation is necessary to the protection of the public health, the public safety, the public morals, or, to a certain extent, the public welfare. This principle has been applied to: the practice of law (*Cousins* v. *State,* 50 Ala. 113); the practice of medicine (*Dent* v. *West Virginia,* 129 U. S. 114, 9 Sup. Ct. 231, 32 L. Ed. 623); the plumbing trade (*State* v. *Gardner,* 58 Ohio St. 599, 41 L. R. A. 689); the profession of pilots (*Petterson* v. *Board of Com'rs of Pilots for Port of Galveston,* 57 S. W. 1002, 24 Tex. Civ. App. 33). The question to be decided in the case of such regulation is, whether the business bears such a relation to the public health, safety, morals, or welfare, as to make its restriction to those possessing the prescribed qualifications a means appropriate and plainly adapted to the protection of such public interests. It has been held that the business of horeshoeing is not such a business. *Bessette* v. *People,* 193 Ill. 334, 56 L. R. A. 558. There appears to be but one case directly in point with the principal case,—*People* v. *Ringe,* 125 App. Div. 592, 110 N. Y. Supp. 74. It was there held that a state statute prohibiting a person not in the business of undertaking from engaging therein until he had been licensed as an embalmer, was unconstitutional, being an arbitrary denial of the right of one to make a contract for the burial of the dead. The decision in this, and that in the principal case, are both based on the ground that there is no duty connected with the business of an undertaker which renders it necessary to the welfare of the public that he be a licensed embalmer.

COUNTIES—RAILWAY AID BONDS—CONDITIONS PRECEDENT.—In 1869 the people of Green County, Ky., acting under statutory authorization, voted to issue bonds in the sum of $250,000 in aid of the Cumberland and Ohio R. R. Co., on condition that the county be exonerated from paying for certain stock in another railroad for which it had previously subscribed, and that the said Cumberland and Ohio R. R. be located and constructed through Green County and within one mile of the town of Greenburg, and that the entire amount of the subscription be spent for work within the county. In an action on the bonds, the county defended on the grounds that it had not been exonerated from the previous subscription, that the railroad had not been constructed through the county, and that the entire amount of the bonds had not been spent within the county. *Held* (Mr. Justice HARLAN dissenting), that the mere fact of the issuance of the bonds by the proper county officers raised a presumption that the condition relating to exoneration had been complied with, which presumption had not been overcome, and that the construction of the road through the county and the expenditure of the money within the county were in fact not conditions but covenants, noncompliance with which did not invalidate the bonds in the hands of a bona fide holder for value. *Green County, Kentucky,* v, *Quinlan* (1909), — U. S. —, 29 Sup. Ct. 162, (affirming 151 Fed. 33).

It has always been the policy of the federal courts to prevent, whenever possible, the attempts of municipalities to escape their obligations. The fact that debts, especially those of the kind under discussion, have been

incurred unwisely and without sufficient return, has led the state courts in several instances to permit counties and municipalities to escape their obligations by means of technical objections which would hardly be countenanced under other circumstances. It is this practice to which the federal courts are strongly opposed. *Providence Trust Co.* v. *Mercer County,* 170 U. S. 594, 42 L. Ed. 1156, 18 Sup. Ct. Rep. 788. In *Andes* v. *Ely,* 158 U. S. 312, the Supreme Court said: "While courts may properly see to it that proceedings for casting burdens upon a community comply with all the substantial requisitions of a statute in order that no such burden may be recklessly or fraudulently imposed, yet such statutes are not of a criminal character, and proceedings are not to be so technically construed and limited as to make them a mere snare to those who are encouraged to invest in the securities of the municipality." The principal case goes as far as any yet decided in holding that what is called in the local act of authorization a condition is in fact merely a covenant, the breach of which does not affect the validity of the bonds. The same issue of bonds which is upheld in *Green County* v. *Quinlan* was declared invalid by the Court of Appeals of Kentucky in the case of *Green County* v. *Shortell,* 116 Ky. 108, 75 S. W. 251, on the grounds that the construction of the road was a condition precedent and that, as there were no recitals in the bonds, no estoppel arose against the county. The latter proposition is undoubtedly correct. *Bayley* v. *Tabor,* 5 Mass. 286, 4 Am. Dec. 57; *Citizens Savings & Loan Association* v. *Perry County,* 156 U. S. 692, 15 Sup. Ct. Rep. 547, 39 L. Ed. 585.

COVENANTS—POWER OF COURT OF EQUITY TO COMPEL RELEASE OF, AS CLOUD ON TITLE.—The defendant, one religious corporation, sold and conveyed to an officer of another, certain property, the deed containing a covenant on the part of the grantee that the property should never be used for any other than religious purposes. It was expressly stipulated that this covenant should run with the land. In pursuance of his purpose in purchasing the property, the grantee conveyed it to the plaintiff, the religious corporation of which he was an officer, inserting in his deed the same covenant. The plaintiff, wishing to secure a loan on the property, brought suit in equity, asking that the defendant be compelled to execute a release of the covenant, since it destroyed the market value of the property, and prevented the plaintiff from securing a loan necessary for carrying on its religious work. *Held,* that, since the defendant would derive no benefit from the enforcement of the covenant, and would sustain no loss from its breach, the covenant was invalid, and the court had power to compel the defendant to execute a release of it. *Rector, etc., of St. Stephens Protestant Episcopal Church of City of New York* v. *Rector, etc., of Church of Transfiguration in City of New York* (1909), 114 N. Y. Supp. 623.

The owner of the fee has the right to sell his land subject to such restrictions as to its future use and enjoyment as he sees fit to impose, provided they are not contrary to public policy. *Peck* v. *Conway,* 119 Mass. 546; *Whitney* v. *Union Ry. Co.,* 11 Gray 359, 71 Am. Dec. 715. However,